

CONFIDENTIALITY AGREEMENT

STUDENT INTERN

The parties to this Confidentiality Agreement ("Agreement") are _____ and the National Oceanic and Atmospheric Administration (NOAA). This Agreement is applicable to all work performed in support of NOAA, including attending/participating in meetings and involvement in other tasks related to casework or other projects as assigned.

For the purposes of this Agreement the term "information" includes, but is not limited to, oral or written communication as well as planning documents, strategies, research proposals, data results, preliminary conclusions, field notes, computer files or data, designs, equipment, photographic or video media, financial information, confidential statistical information, or conversations related to any work performed for NOAA. The term "information" also includes internal Government memoranda, draft and final documents, procurement sensitive information including information on other contractors, cost or pricing information, financial information, as well as information marked "Confidential Business Information" or information not specifically marked, but falling within the meaning of "Confidential Business Information," and "Attorney-Client Privilege" or "Attorney Work Product."

_____ hereby acknowledges that any information viewed, received, obtained, developed or generated pursuant to the tasks assigned, or work performed, under agreement(s) with NOAA is sensitive and may be used in ongoing or future litigation or policy development. Some information may carry additional sensitivities and restrictions relative to its use/disclosure including "Confidential Business Information" and "Proprietary Information."

It is hereby agreed that _____ shall keep any such information confidential and otherwise use discretion and exercise reasonable care and caution to prevent the potential compromise of any restrictive markings or ongoing or future policy development or litigation. _____ shall not use, make reference to or reveal to any person or entity not working under the direction of NOAA any information, whether that information is provided to _____ by NOAA, or provided by another party at NOAA's direction, or developed or generated by _____ pursuant to a work assignment, without the prior written approval of an authorized representative from the NOAA. Authorized representatives of NOAA include NOAA attorneys, NMFS and NOS case managers, and the NOAA Contracting Officer.

_____ hereby agrees that at the completion of the student internship, s/he will deliver to NOAA any original or copied information furnished by NOAA, or from another party at NOAA's direction, and any information developed or generated by _____.

_____ hereby agrees that during the pendency of actual or potential litigation relating to matters assigned during the student internship, _____ shall not enter into any agreement with any person or organization who is party or potential party to these matters for any purpose, whether or not it relates to pending litigation, without prior written approval by NOAA/General Counsel.

NAMED PARTY:

(Signature)

(Date)

(Written/typed Name)

(Job Title)

Original to be Filed in Contractor Work File
cc: Supervisor
Contractor